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Return to
REDSKY LAND, LLC
200 Star Ave., Ste 220
Parkersburg, WV 26101

**PAID-UP
OIL & GAS LEASE**

Lease No _____

08/08- NY

1-273864-000

This Lease, made this 11th day of **February, 2009**, by and between **Holly L. Carlin, N K A Holly Smith, a married woman dealing in her sole and separate property**, whose address is **115 West Hill Road, Waverly, New York 14892**, hereinafter collectively called "Lessor", and **CHESAPEAKE APPALACHIA, L L C**, an Oklahoma limited liability company, P O Box 6070, Charleston, WV 25362-0070, hereinafter called "Lessee"

WITNESSETH, that for and in consideration of One Dollar (\$ 1 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows

LEASING CLAUSE Lessor hereby leases exclusively to Lessee all the oil and gas including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones, and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploratory tests, to drill, maintain, operate, cease to operate, plug, abandon, and remove wells, to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from neighboring lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom, to protect stored gas, to operate, maintain, repair, and remove material and equipment

DESCRIPTION The Leasehold is located in the Town of **Chemung**, in the County of **Chemung**, the State of New York, and described as follows

Tax Map No **125 00-1-3 2**

and is bounded formerly or currently as follows

On the North by lands of **West Hill Road**
On the East by lands of **Jason Vandyke**
On the South by lands of **Jason Vandyke**
On the West by lands of **Travis Nocchi**

including lands acquired from **Elek J. Lehoczky** by virtue of deed dated **October 2, 2000**, and recorded as **Instrument Number 200010030079**, and described for the purposes of this agreement as containing a total of **5 10** Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land

LEASE TERM This Lease shall remain in force for a primary term of **Five (5) years** from **12 00 A M February 11, 2009** (effective date) to **11 59 P M February 11, 2014** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied

- (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents or
- (ii) a well deemed by the Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or
- (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or
- (iv) the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or
- (v) prescribed payments are made,

If Lessee's operations are delayed, postponed or interrupted as a result of any coal stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term

~~**EXTENSION OF PRIMARY TERM** Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease, said extension to be under the same terms and conditions as contained in this Lease Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term~~

NO AUTOMATIC TERMINATION OR FORFEITURE

(A) CONSTRUCTION OF LEASE The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities)

(B) LIMITATION OF FORFEITURE This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease

PAYMENTS TO LESSOR In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows

(A) DELAY RENTAL To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5 00) per net acre per year payable in advance **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof**

(B) ROYALTY To pay Lessor as Royalty, less all taxes, assessments and adjustments on production from the Leasehold, as follows

1 OIL To deliver to the credit of Lessor free of cost, a Royalty of the equal one-eighth (1/8) part of all oil and any constituents thereof produced and marketed from the Leasehold

2 GAS To pay Lessor an amount equal to one-eighth (1/8) of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00)

(C) DELAY IN MARKETING In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents, therefrom and there is no other basis for extending this Lease Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty

(D) SHUT-IN In the event that production of oil, gas, or their constituents, is interrupted and not marketed for a period of twelve (12) months and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect During Shut-in, Lessee shall have the right to rework, stimulate or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production whether from an original producing formation or from a different formation In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty

(E) DAMAGES Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber

(F) MANNER OF PAYMENT Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address Payment may be tendered by mail or any comparable method (e.g., Federal Express) and payment is deemed complete upon mailing or dispatch Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely

(G) CHANGE IN LAND OWNERSHIP Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred

(H) TITLE If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved

(I) LIENS Lessee may, at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold, and Lessee shall be entitled to recover from the debtor with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means

(J) CHARACTERIZATION OF PAYMENTS Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease Lessor recognizes and acknowledges that oil and gas lease payments in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations Lessor hereby agrees that the payment terms, as set forth herein and any bonus payments paid to Lessor constitute full consideration for the Leasehold Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner

(K) PAYMENT REDUCTIONS If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate then the rentals (except for Delay Rental payments as set forth above) royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee

UNITIZATION AND POOLING Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit Otherwise as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease and the local property tax assessment calculation of the lands covered by the Lease, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph

FACILITIES Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's written consent Lessor shall not erect any building or structure or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent

CONVERSION TO STORAGE Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage, such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately

TITLE AND INTERESTS Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor

LEASE DEVELOPMENT There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted

COVENANTS This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control

RIGHT OF FIRST REFUSAL If at any time within the primary term of this lease or any continuation thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer Any Top Lease granted by Lessor in violation of this provision shall be null and void

ARBITRATION In the event of a disagreement between Lessor and Lessee concerning this Lease, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee

ENTIRE CONTRACT The entire agreement between Lessor and Lessee is embodied herein No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease

TITLE CURATIVE Lessor agrees to execute affidavits, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease

SURRENDER Lessee at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so

surrendered, provided, however that upon each existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered

SUCCESSORS All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns

FORCE MAJEURE All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure

SEVERABILITY This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease

COUNTERPARTS This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement

See Addendum attached hereto and made a part hereof

IF THIS LEASE BECOMES FORFEITED, TERMINATED, OR EXPIRES, THE LESSEE, OR IF THE LEASE HAS BEEN ASSIGNED, THE ASSIGNEE IS REQUIRED TO PROVIDE A DOCUMENT CANCELING THE LEASE AS OF THE RECORD, AT NO COST TO THE CURRENT LANDOWNER. IF THE LESSEE OR ASSIGNEE FAILS TO CANCEL THE LEASE, THE CURRENT LANDOWNER MAY COMPEL A CANCELLATION PURSUANT TO SECTION 15-304 OF THE GENERAL OBLIGATION LAW

THIS IS A LEASE OF OIL AND GAS RIGHTS, NOT A SALE, CONTAINING TERMS THAT MAY BE NEGOTIATED BY YOU. YOU HAVE THE RIGHT TO CANCEL THIS LEASE WITHIN THREE BUSINESS DAYS AFTER EXECUTION OF THE LEASE BY NOTIFYING THE LESSEE THAT YOU HAVE CANCELED THIS CONTRACT. IN ORDER TO CANCEL THIS LEASE, YOU MUST EXECUTE A NOTICE OF CANCELLATION IN THE FORM PROVIDED BELOW, MAIL IT TO THE LESSEE AND REFUND ALL AMOUNTS PAID TO YOU BY THE LESSEE WITHIN THE THREE-DAY CANCELLATION PERIOD. THE MAILING MUST BE POSTMARKED WITHIN THE THREE-DAY CANCELLATION PERIOD TO BE EFFECTIVE.

NOTICE OF CANCELLATION

I/WE HEREBY CANCEL THIS LEASE

DATED

SIGNATURE(S)

THE PERSON PRESENTING THIS LEASE TO YOU IS A MEMBER OF THE AMERICAN ASSOCIATION OF PROFESSIONAL LANDMEN AND THEREFORE IS SUBJECT TO A CODE OF CONDUCT. IF THE PERSON PRESENTING THIS LEASE TO YOU IS SUBJECT TO A CODE OF CONDUCT, A COPY OF THE CODE OF CONDUCT MUST BE PRESENTED TO YOU WITH THIS LEASE. IF APPLICABLE, THE CODE OF CONDUCT PROVIDES A DISPUTE RESOLUTION MECHANISM FOR ANY DISPUTE THAT YOU MAY HAVE REGARDING THE MANNER BY WHICH THIS LEASE WAS PRESENTED TO YOU. IF YOU HAVE ANY SUCH DISPUTE, YOU MAY INVOKE THE DISPUTE RESOLUTION MECHANISM OF THE CODE OF CONDUCT BY CONTACTING THE PERSON OR PERSONS DESIGNATED IN THE CODE OF CONDUCT. THE FAILURE OF THE LESSEE TO PAY ANY ROYALTIES TO YOU AS REQUIRED UNDER THE TERMS OF THE LEASE FOR A PERIOD OF FOUR CONSECUTIVE MONTHS OR MORE SHALL BE A DEFAULT UNLESS OTHERWISE PROVIDED BY LAW, AND WILL RESULT IN CANCELLATION OF THE LEASE APPLICABLE TO THE TARGET FORMATION OF THE WELL WITHIN THE SPACING UNIT, FOLLOWING WRITTEN NOTIFICATION TO THE LESSEE OF YOUR INTENT TO CANCEL AND SIXTY DAYS FOR THE LESSEE TO CURE THE DEFAULT. IF THE LESSEE HAS A BONA FIDE DISPUTE REGARDING THE GROUNDS FOR CANCELLATION, SUCH DISPUTE AND THE REASONS THEREFOR MUST BE PROVIDED TO YOU IN WRITING OR THE DEFAULT MUST BE CURED WITHIN SUCH SIXTY-DAY PERIOD. OTHERWISE THE LEASE SHALL BE CANCELED.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal

Subscribing Witness


Marty Kasper

(Seal)


Holly L. Carlin N.K.A., Holly Smith

(Seal)

ACKNOWLEDGEMENT

State of New York

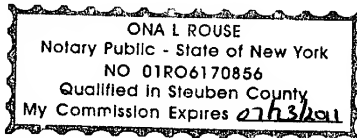
County of Steuben ss
~~Chemung~~

On the 20th ~~February~~ ^{son} day of February in the year 2009 before me the undersigned personally appeared **Marty Kasper**, the subscribing witness to the foregoing instrument, with whom I am personally acquainted who being by me duly sworn did depose and say that he/she/ they reside(s) in **Columbia Cross Roads, Pennsylvania**, that he/she/they know(s) **Holly L. Carlin, N K.A Holly Smith, A married woman dealing in her sole and separate property**, to be the individual described in and who executed the foregoing instrument that said subscribing witness was present and saw said **Holly L. Carlin, N K.A Holly Smith, A married woman dealing in her sole and separate property**, execute the same and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

My commission expires 07/23/2011

Signature / Notary Public Ona L Rouse

Name / Notary Public (print) Ona L Rouse



ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated February 11, 2009, by and between Holly L. Carlin, N K A Holly Smith, a married woman dealing in her sole and separate property, as Lessors, and CHESAPEAKE APPALACHIA, LLC, as Lessee, covering land in Chemung Township, Chemung County, State of New York

NOTWITHSTANDING the foregoing provisions hereof, it is understood and agreed

Water Damage Clause

In the event any activity carried on by Lessee pursuant to the terms of this lease damages, disturbs, or injures Lessor's fresh water well or source located on these leased premises, Lessee shall at its sole cost and expense use its best efforts to correct any such damage, disturbance or injury

Market Enhancement Clause

It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form, however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee

No Storage Rights Clause

Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor

Reclamation Clause

Lessee shall construct or install all well sites, access roads and pipeline right-of-ways in a manner which would minimize any related soil erosion. Further, any related surface reclamation shall be done in a manner which restores said land as nearly to original contours as reasonably practical

Location Approval Clause

Provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations, Lessee and Lessor to mutually agree on all drill site, pipeline and access road locations, consent not to be unreasonably withheld, delayed or conditioned by Lessor

Hold Harmless Clause

Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whosoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee

Ad Valorem Taxes Clause

Lessee agrees to pay 7/8ths of any increase in ad valorem taxes attributable to, or resulting from, the assessment of oil and gas due to production from the leased premises

Signed for Identification

LESSOR

By Holly Smith
Holly L. Carlin N K A , Holly Smith

By _____